

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-11-61762

HUD# 07-12-0145-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RONALD BREWSTER

2980 Zero Lane

Redfield, Iowa 50233

JOYCE BREWSTER

2980 Zero Lane

Redfield, Iowa 50233

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965" Iowa Code Chapter 216. In her complaint, Complainant alleged Respondents' published an advertisement for an apartment for rent on May 21, 2011, which stated, "It is ideal for a couple or a single person," indicating a limitation or discrimination based on familial status, the presence of minor children in the household. Such a limitation makes unavailable an otherwise available dwelling to families with children. Respondents documented to the Commission that they advertised "It is ideal for a couple or a single person" to convey the size of the apartment, but did not mean to limit or exclude anyone. Respondents own or manage the subject property, a 2-unit apartment dwelling at 516 7th Street, West Des Moines, IA 50265.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act); Iowa Code § 216.8(1)(c).

Respondents acknowledge families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. Respondents also acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge such a discouraging and unlawful statement is: "Adults preferred." Families may not be restricted from upper floors because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

9. Respondents agree Ronald and Joyce Brewster will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of discrimination against families with children and discriminatory advertising.

The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Future Advertising

10. For twelve months following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will include the following language: "Families with children are welcome."

Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

Respondents agree to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

11. For twelve months following the execution of this Settlement Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).

If requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Ronald Brewster, RESPONDENT

Date

Joyce Brewster, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION